

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 3

1. DATE OF ORDER 09/26/2014		2. CONTRACT NO. (if any) HSCG2312DATB014		6. SHIP TO:	
3. ORDER NO. HSBP1014J00593		4. REQUISITION/REFERENCE NO. 20079164		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
				c. CITY	d. STATE
				e. ZIP CODE	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR SEVITECH INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 12700 BLACK FOREST LANE SUITE 306				<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WOODBIDGE		e. STATE VA	f. ZIP CODE 22192		
9. ACCOUNTING AND APPROPRIATION DATA TBD				10. REQUISITIONING OFFICE (b) (6)	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				Not applicable	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			09/30/2014	
DC RRB HEADQUARTER	DC RRB HEADQUARTER			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accpt
10	Project Specialist	1.000	AU	(b) (4)		
20	Project Specialist	1.000	AU			
30	Sr. Applications Programmer	1.000	AU			
40	Sr. Project Specialist	1.000	AU			
50	Sr. Project Specialist	1.000	AU			
60	Sr. Project Specialist	1.000	AU			
70	Travel (not to exceed)	1.000	AU			

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		(b) (4)	17(h)TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME DHS - Customs & Border Protection Commercial Accounts Sect.				\$1,127,624.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 6650 Telecom Drive, Suite 100					
c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46278			

22. UNITED STATES OF AMERICA BY (Signature) >

(b) (6)

23. NAME (Typed)
SHAUN G. SAAD

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

OPTIONAL FORM 347 (REV. 5/2011)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
09/26/2014

2. CONTRACT NO. (if any)
HSCG2312DATB014

3. ORDER NO.
HSBP1014J00593

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accpt
80	Overtime (not to exceed)	1.000	AU	(b) (4)		

DATE OF ORDER 09/26/2014	CONTRACT NO. (if any) HSCG2312DATB014	ORDER NO. HSBP1014J00593	PAGE OF PAGES 3 3
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This is a Labor-Hour task order with fixed hourly rates off of Sev1Tech, Inc.'s TABSS contract HSCG2312DATB014. Sev1Tech Inc.'s proposal, dated 4 Aug 2014 in response to solicitation # HSBP1014Q0078, is hereby incorporated by reference into this order.

Base Period of Performance: 9/30/2014 to 9/29/2015

The base year is fully funded with a ceiling value of \$1,127,624.00 and may only be exceeded at the contractor's own risk.

Attachments:

Pricing Schedule
Terms and Conditions
Statement of Work

I.1 SCHEDULE OF SUPPLIES/SERVICES
Base Period

Item Number	Labor Position	Hours	Rate	Amount
00010	Project Specialist	(b)	(4)	
00020	Project Specialist			
00030	Sr. Applications Programmer			
00040	Sr. Project Specialist			
00050	Sr. Project Specialist			
00060	Sr. Project Specialist			
00070	Overtime (not to exceed)			
00080	Travel (not to exceed)			
Subtotal Base Period				\$1,127,624.00

Option Period 1

Item Number	Labor Position	Hours	Rate	Amount
10010	Project Specialist	(b) (4)		
10020	Project Specialist			
10030	Sr. Applications Programmer			
10040	Sr. Project Specialist			
10050	Sr. Project Specialist			
10060	Sr. Project Specialist			
10070	Overtime (not to exceed)			
10080	Travel (not to exceed)			
Subtotal Base Period				\$1,150,088.00

Option Period 2

Item Number	Labor Position	Hours	Rate	Amount
20010	Project Specialist	(b)	(4)	
20020	Project Specialist			
20030	Sr. Applications Programmer			
20040	Sr. Project Specialist			
20050	Sr. Project Specialist			
20060	Sr. Project Specialist			
20070	Overtime (not to exceed)			
20080	Travel (not to exceed)			
Subtotal Base Period				\$1,172,406.40

Option Period 3

Item Number	Labor Position	Hours	Rate	Amount
30010	Project Specialist	(b) (4)		
30020	Project Specialist			
30030	Sr. Applications Programmer			
30040	Sr. Project Specialist			
30050	Sr. Project Specialist			
30060	Sr. Project Specialist			
30070	Overtime (not to exceed)			
30080	Travel (not to exceed)			

Total Cost				
Total Estimated Contract Value				(b) (4)

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	(b) (4)
20	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	
30	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	
40	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	
50	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	
60	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	
70	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	
80	6100.2525USCSGLCS0935206100Z00014400BN01110000MA BPD222525	

CONTRACT CLAUSES

II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER	TITLE
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II.2 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

II.3 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

II.4 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

II.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) ALTERNATE I (AUG 2012)

II.6 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

II.7 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION (FEB 2007)

II.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

☐ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

- ☐ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313)
- ☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (NOV 2011).
 - ☐ (iii) Alternate II (NOV 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
 - ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
 - ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
 - ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ☐ (ii) Alternate I (JUN 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-15, Energy Efficiency in Energy--Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, IEEE 1689 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- ☐ (41) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
 - ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
 - ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- ☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - ☐ (46) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)
 - ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
 - ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ☒ (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - ☐ (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - ☐ (52) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).
 - ☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - ☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- ☐ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq).
 - ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
 - ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
 - ☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - [] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - (xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
 - (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

II.9 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) warrants;
 - (ii) options;
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) *Disclosure.* The offeror under this solicitation represents that [Check one]:
 - ☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;
 - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
 - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

II.10 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

- ☒ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) *Clauses.*

- ☒ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☒ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- ☒ 3052.204-71 Contractor Employee Access.
- ☐ Alternate I
- ☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☒ 3052.209-73 Limitation on Future Contracting.
- ☒ 3052.215-70 Key Personnel or Facilities.
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.219-70 Small Business Subcontracting Plan Reporting.
- ☐ 3052.219-71 DHS Mentor Protégé Program.
- ☐ 3052.228-70 Insurance.
- ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.242-72 Contracting Officer's Technical Representative.
- ☐ 3052.247-70 F.o.B. Origin Information.
- ☐ Alternate I
- ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☒ 3052.247-72 F.o.B. Destination Only.

(End of clause)

II.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum *M-12-16, Providing Prompt Payment to Small Business Subcontractors*, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

II.12 CONTRACT TYPE (OCT 2008)

This is a Labor Hour Type contract.

[End of Clause]

II.13 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

II.14 PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

- (1) U.S. Customs and Border Protection
Commercial Accounts Section
6650 Telecom Drive, Suite 100
Indianapolis, Indiana 46278

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices must include the following text: "**Per CBP, Net [state # days] Invoice**".

- (2) Contracting Officer or Contract Administrator (CO or CA)

OR email: SHAUN.SAAD@DHS.GOV

- (3) Contracting Officer's Representative (COR)

OR email: (b) (6)

(b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.
- (1) The minimum requirements are:
- i. Name and address of the contractor.
 - ii. Invoice date and invoice number.
 - iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - viii. Taxpayer identification number (TIN).
 - ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
- i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and

- v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

II.15 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

II.16 SECURITY PROCEDURES (OCT 2009)

A. Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COR). The COR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COR. The Contractor shall provide timely start information to the CO/COR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who

require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).

2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)
3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquiries, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).
4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.

5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.
2. The Contractor shall notify the CO/COR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COR will notify IA/SMD.

E. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

[End of Clause]

II.17 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

a. Contractor Performance Evaluation

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

b. Primary and Alternate Corporate Senior Contractor Representatives

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

c. Electronic access to contractor Performance Evaluations

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

[End of Clause]

II.18 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

II.19 TERM OF CONTRACT WITH OPTION(S) (MAR 2003)

The contract term shall be for a period of one year from the date of award, subject to the Government's option to extend the term of the contract in accordance with the clause entitled, "Option to Extend the Term of the Contract" FAR 52.217-9 contained herein.

[End of Clause]

II.20 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be for a 12 month base period plus three (3) twelve (12) month option periods, as follows:

Base Period-	30 Sep 2014 to 29 Sep 2015
Option Period One -	30 Sep 2015 to 29 Sep 2016
Option Period Two -	30 Sep 2016 to 29 Sep 2017
Option Period Three -	30 Sep 2017 to 29 Sep 2018

[End of Clause]

II.21 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months (not including the exercise of 52.217-8).

(End of clause)

II.22 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the effective period's expiration date.

(End of clause)

II.23 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- Project Specialist (2)
- Sr. Project Specialist (3)
- Sr. Applications Programmer (1)

(End of clause)

II.24 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees. The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office...
U.S. Customs & Border Protection
[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]

II.25 TRAVEL COSTS (AUG 2008)

Costs for transportation, lodging, meals, and incidental expenses shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) Subsection 31.205-46 and acceptable accounting procedures.

If it becomes necessary for the contractor to use the higher actual expense method repetitively or on a continuing basis in a particular area (see FAR 31.205-46(3)(iii)), the contractor must obtain advance approval from the contracting officer and comply with all requirements for justifications and documentation set forth in FAR Subsection 31.205-46 for allowability of travel costs.

As provided in FAR 31.205-46(a)(5), the Contracting Officer may consider an advance agreement (see FAR 31.109) with the contractor to avoid confusion in the treatment of costs anticipated to be incurred in unusual or special travel situations. The advance agreement shall be incorporated in the contract.

[End of Clause]

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Statement of Work

Statement of Work (SOW)

Enforcement Systems Support
PR 20079164

Customs and Border Protection
Office of Border Patrol
Strategic Planning, Policy, and Analysis Division
Enforcement Systems Branch
Statistics and Data Integrity Unit

HSBP1014Q0078
HSBP1014J00593

Administration Support
For The
Strategic Planning, Policy, and Analysis Division
Enforcement Systems Branch
Statistics & Data Integrity Unit
Statement of Work (SOW)

1.0 Background:

The Office of Border Patrol (OBP) is an operational entity within U.S. Customs and Border Protection (CBP), which is the unified border agency within the Department of Homeland Security (DHS). OBP's priority mission is to prevent terrorists and terrorist weapons from entering the United States. However, OBP continues to advance its traditional mission by preventing illegal aliens, smugglers, narcotics, and other contraband from entering the United States as these measures directly impact the safety, security, and sovereignty of the United States. In order to achieve these missions, OBP maintains strict focus on a strategic plan based on risk. The core pillars of this plan are information, integration, and rapid response. This strategic goal is executed through use of a highly centralized organizational model with a direct chain of command from the CBP Commissioner, to the Chief of the U.S. Border Patrol, to all Sector Chief Patrol Agents.

2.0 Scope:

The Contractor shall provide the full range of mission critical support to the Strategic Planning, Policy, and Analysis Division / Enforcement Systems Branch (ESB) within the OBP, and more specifically to the Statistics and Data Integrity (SDI) Unit and Enforcement Systems Unit. The ESB Branch supports all enforcement information technology (IT)-related needs within the Border Patrol and acts as the manager of those IT programs. The ESB Branch ensures that the Border Patrol receives the technology, hardware, software, and technology-related support necessary to uphold the pillars of the strategic plan, particularly in regards to information.

The mission of the SDI Unit is to focus on providing accurate, reliable, and timely responses to internal and external inquiries pertaining to the metrics gathered by the enforcement systems of the United States Border Patrol.

The unit provides two distinct services to meet this mission:

1. Create and disseminate statistical reports relating to apprehension and seizure data. Some reports are produced on a regular basis while others are produced in response to ad hoc requests for information. Reports are provided to both internal and external sources.
2. Inspect and review data across all Border Patrol information systems to ensure complete, reliable, and accurate data collection, quality, and integrity to the fullest extent possible.

The Enforcement Systems Unit is responsible for oversight over software applications used by field agents of the Border Patrol to record and conduct field operations. It is also responsible for managing and promoting biometric initiatives as they relate to Border Patrol operations and for liaison with other agencies as it relates to the capture of biometric and biographic information of subjects. The unit is responsible for the requirements gathering, trouble-shooting and gathering of issues, prioritization of work, and deployment of the numerous enforcement systems in use by the Border Patrol throughout

the nation.

3.0 Applicable Documents:

Security Certification/Accreditation

The System Life Cycle (SLC) Handbook (CIS-HB 5500-07B)

CBP Information Systems Security Policies and Procedures Handbook 1400-05C Version 2.1

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

4.0 Specific Tasks:

The Contractor shall provide support to ESB Branch within the OBP, by performing the tasks outlined below. The contractor shall be required to meet the deadlines imposed as tasks and services are requested, as well as provide work products that meet recognized commercial quality standards. Associated tasks include, but are not limited to, the following tasks:

4.1 Reporting and Analysis – The Contractor shall provide reporting and analytical support through the use of data mining techniques.

4.2 Technical Assistance – The Contractor shall provide support and helpdesk services to users of various enforcement systems, as well as project consultation and support within DHS. The contractor shall provide approximately 10 hours per week of support and helpdesk services during normal business hours.

4.3 Training – The Contractor shall develop training protocols and documentation in support of the Border Patrol Enforcement Tracking System and other Border Patrol Systems. The contractor shall deliver training to OBP employees and contractors. The contractor shall provide at least 20 hours per week of training development and support.

Contractor personnel will have the required skills sets needed to conduct their duties in a dynamic working environment. The government will afford the contractor a reasonable amount of time away from their normal duties to attend Contractor provided training, provided that absences due to such training do not adversely impact the OBP mission. Contractor shall not bill the government for hours utilized by contract employees to attend training.

4.4 Requirement Analysis – The contractor shall conduct an analysis to determine the needs for a particular program and translate these needs into user requirements after CBP approval. The Contractor shall analyze these requirements to determine development technical alternatives.

4.5 Data Analysis – The Contractor shall determine whether required data is available or whether data needs to be obtained from legacy systems. The Contractor shall analyze legacy

data to determine what the data is. The Contractor shall work with OBP and legacy programmers to understand the business rules associated with the data and legacy systems.

4.6 Development Documentation – The Contractor shall produce the required development, testing, training, and policy documentation as directed by Office of Border Patrol’s Enforcement Systems Branch (ESB).

4.7 Develop, Enhance, and Maintain OBP/ESB Enforcement Systems – The Contractor shall provide development, enhancement, and maintenance of support systems. As data integrity is of primary importance, the Contractor shall adhere to the system development life cycle methodology processes.

4.8 Assess Technology – The Contractor shall maintain state-of-the-art knowledge of technology, processes, methodologies, procedural solutions, and products used by or are applicable to the needs of OBP. The Contractor shall identify possible solutions, develop evaluation criteria, evaluate possible solutions and recommend a solution based upon the evaluation. As appropriate, the recommended solution will include short, mid and long-term solutions and actions, and will recommend a migration path. These solutions shall be coordinated with appropriate staffs and shall address the needs of affected staffs. The Contractor shall define and continually refine metrics to be used in the assessment of procedures. The Contractor shall assist in reviewing and interpreting government directives and regulations, and provide technical advice and assessments or impacts on non-web-based application software and hardware requirements.

4.9 Resolve Application Bugs – The Contractor shall resolve variations from normal processing.

4.10 Handle Emergency Situations – The Contractor shall resolve emergency situations caused by a system failure or outage. The Contractor shall immediately assess and alleviate the damage to the greatest extent possible and resolve the situation as quickly as possible. The Contractor shall provide immediate support and coordination with onsite personnel.

4.11 Administer OBP/ESB Applications – The Contractor shall provide administration which requires, as a minimum, the performance of the following tasks:

4.11.1 Provide Second Tier Support – The Contractor shall provide applications-specific end user support from initial contact with the end-user through technical resolution.

4.11.2 Installation Coordination – The Contractor shall coordinate the installation of new application releases or modification with OIT staffs and other organizations as appropriate.

4.11.3 Configuration Management – The Contractor shall perform configuration management for the appropriate OBP application configuration items to include: documentation, programs, hardware, software and metadata. The Contractor shall develop and present a configuration management plan that will include baseline establishment, change initiation procedures, approval procedures, change notification procedures and audit trail conventions.

5.0 Deliverables and Delivery Schedule:

5.1 Deliverables – The Contractor shall submit a monthly status report to the Contracting Officer (CO), the Contracting Officers Representative (COR) and Government Task Manager on the 15th workday of each month. The monthly status report shall address the functional accomplishments, issues, unresolved problems and a plan of action for resolving any problems identified. This report shall contain the following information:

A cover letter with the Contractor's name and address, the contract number, the date of the report, and the period covered by the report:

- Significant changes to the Contractor's organization or method of operation
- Descriptive summary of work performed, supported by workload statistics
- Descriptive summary of significant events occurring during the reporting period
- Status of pending deliverables with expected delivery dates
- Problem areas affecting technical, schedule, or cost elements of the contract, including background, impact and recommendations for resolution
- Synopsis of issues requiring Government action
- Open action items
- All safety information regarding violations, injuries and resolution of previous safety issues using approved CBP forms
- Results related to previously identified problem areas with conclusions and recommendations
- Trip reports and significant results
- Name and telephone number of the preparer of the report
- Planned activities and accomplishments for the next reporting period

For each task area the Contractor shall provide a budget including cumulative expenditures and balance remaining, hours utilized by labor category for the month and cumulative hours utilized by labor category for the period of performance of the contract.

This report shall be prepared in a narrative format suitable for reproduction. In addition to paper copy, submit electronically in MS Word and Adobe PDF. Electronic submittal may be made via e-mail to the COR and Government Task Manager. The monthly status reports shall be reviewed during the monthly meeting with the contractor. Unforeseen issues that impact the performance under this SOW shall be reported to the COR and Government Task Manager immediately upon discovery via email, telephone or in person.

5.2 Ad Hoc Reports – The Contractor shall submit Ad Hoc reports, in the Contractor's choice of format, when requested by the Government. These Ad Hoc reports can cover, but are not limited to such areas as:

- Trip reports
- Meeting agenda reports
- Meeting minutes
- Extracting system availability information in support of internal and external

- investigations.
- Daily Status
- Weekly Status

All deliverables produced as a result of this SOW shall become the property of the Government.

5.3 Transition Plan – CBP anticipates a 90 day transition between the two companies. The contractor shall prepare and provide a comprehensive transition plan, both in and out, that describes the strategy and approach to full implementation and full operational responsibility of the Units for all requirements outlined in this SOW. In addition, the plan must address how you will transfer the functions to a new contractor, or, upon termination, transfer the functions back to the Government.

5.4 Contingency Plan – The contractor shall prepare a contingency plan that describes how they would fill the incumbent positions should an emergent need arise. For example, if an employee was not performing to the specifications of the contract, or if an employee needed to go on long term leave, etc. The plan should address whether you will be able to fill those positions with qualified personnel in a very short time frame.

5.5 Acceptance Criteria – The contractor shall deliver all work products associated with the assigned tasks and services to the assigned Government Task Manager (GTM) and other technical customers as appropriate for review and approval. Data distribution shall be as directed by the Government COR or GTM. Electronic transmission via CBP networks shall be the primary delivery mechanism; however, hard copies shall be provided upon request. General quality measures as set forth below shall apply to each work product received from the contractor under this statement of work.

- Accuracy – All work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity – All work products shall be clear and concise. All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements – All work products shall satisfy the requirements of the SOW.
- File Editing – All text and diagrammatic files shall be editable by the Government.
- Format – All work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow CBP internal specified directives or manuals.

6.0 Place of Performance:

The Government considers the following as permanent duty stations of contractor personnel during the performance of this contract. Work shall be performed at 1300 Pennsylvania Avenue, NW, Suite 6.2C, Washington, DC 20229 or another facility defined by the government.

6.1 Telework – Contractor Personnel, at the discretion of the COR, are eligible to request episodic telework arrangements as long as he/she meets the guidelines and position

eligibility requirements set forth in the CBP Telework Program.

7.0 Period of Performance

Base Year 9/30/2014 – 9/29/2015

OY1 9/30/2015 – 9/29/2016

OY2 9/30/2016 – 9/29/2017

OY3 9/30/2017 – 9/29/2018

8.0 Hours of Operation

The CBP Headquarters – Office of Border Patrol, Statistics and Data Integrity and Enforcement Systems Units have the responsibility of supporting the Office of Border Patrol and all twenty (20) Sectors on a twenty-four hour/seven day a week basis. Due to this mission requirement the contractor may be required to work occasional shifts and holidays. If shift work is required, it will consist of three (3) shifts per day, eight hours per shift (possible hours identified below). The number of shifts will be determined based on the needs of the government, which will be driven by project load and project deadlines.

1 st Shift	2 nd Shift	3 rd Shift
7:00AM – 3:00PM	8:00AM – 4:00PM	9:30AM – 5:30PM

Contractor personnel shall be available for work for 8-hour days with at least one contractor employee beginning at 7:00 a.m. Contractor employees shall work the required 8 hours within the core hours of operation, which are defined as 7:00a.m to 5:30 p.m., Monday through Friday of each week.

8.1 Overtime – Due to the dynamic nature of the work being performed under this task award and its direct relation to accomplishment of the Border Patrol goals and mission, overtime work during non-business hours for contractor employees may be required including weekends. Overtime shall be approved prior to working any OT hours, in writing, by the COR. A not to exceed (NTE) overtime budget shall be established upon contract award to be managed by the contractor. The contractor is required to notify the COR upon a 75 percent expenditure of Overtime budget. Overtime shall be itemized in the same format as regular labor hours, must be presented for payment with the applicable monthly invoice and shall be billed in accordance with the Fair Labor Standards Act.

8.2 Observance of Legal Holidays and Excused Absence:

8.2.1 The Government hereby provides notification that Government personnel observe the listed days as holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day

- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

8.2.2 It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

8.2.3 When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or the COR.

8.2.4 If Government personnel are furloughed, the Contractor shall contact the CO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

- Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.
- Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

8.2.5 In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

8.2.6 Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

9.0 Travel

All travel and overtime shall be approved in advance by the COR. All travel shall be in accordance with the Government's Federal Travel Regulations (FTR). Travel vouchers and supporting documents must be presented for payment within 5 days of the completion of travel. All overtime must be approved in advance also by the COR. Overtime rates will not exceed one and a half times the normal negotiated hourly labor rate. Other direct costs may be authorized as directed by the CO.

10.0 Project Staffing Estimates:

The following estimates are for planning, proposal pricing and evaluation purposes.

Labor Category	Estimated Hours by Labor Category
Sr. Project Specialist (3)	(b) (4)
Project Specialist (2)	
Sr. Applications Programmer (1)	

11.0 Personnel Requirements /Qualifications:

The contractor shall provide the full-time and part-time personnel necessary to staff the SDI and Enforcement Systems Units. Recommended personnel and skill mix are listed below; however the Government will consider alternatives to allow contractor flexibility in meeting the functional requirements to staff the SDI and Enforcement Systems Units.

11.1 Sr. Project Specialists – 3 Positions

Functional Responsibility: Provide support for the production of trends analysis using CBP apprehensions and intelligence data. Required to create and maintain various databases and spreadsheets for tracking operational data. Perform statistical percent change analysis and projections. Write and maintain SQL queries for data mining from various internal and external databases. Give briefs on statistics, analyses, and projections. Ensure data integrity in enforcement systems and provide recommendations on improving the integrity of the systems. Query information in the enforcement systems in order to verify and support various requests and reporting requirements. Proficient in Aqua Data Studios, MS-Access, MS-Excel, SQL Server Query Analyzer, VBA, and Visual Basic.

Required Experience: Eight years' and above experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelor's Degree.

11.2 Project Specialist – 2 Positions

Functional Responsibility: Provide support for the production of trends analysis using CBP apprehensions and intelligence data. Required to create and maintain various databases and

spreadsheets for tracking operational data. Perform statistical percent change analysis and projections. Write and maintain SQL queries for data mining from various internal and external databases. Give briefs on statistics, analyses, and projections. Ensure data integrity in enforcement systems and provide recommendations on improving the integrity of the systems. Query information in the enforcement systems in order to verify and support various requests and reporting requirements. Proficient in Aqua Data Studios, MS-Access, MS-Excel, SQL Server Query Analyzer, VBA, and Visual Basic.

Required Experience: Four years' and above experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelor's Degree

11.3 Sr. Applications Programmer – 1 Position

Functional Responsibility: Responsible for the technical oversight and guidance of development, maintenance and support of software applications. At the direction of the Enforcement Systems Unit, work on new software development initiatives in conjunction with CBP's Office of Information & Technology (OIT). The Sr. Applications Programmer shall be responsible for all aspects of software development including project initiation documentation, gathering and documenting requirements, software design, software development, testing, training and implementation. Responsible all maintenance support of existing applications including software enhancements, application bug fixes, and associated documentation. Responsible for technical oversight and direction for the software development of new and existing applications.

Required Experience: 8 years' and above experience in the functions described above.

Required Education: Bachelor's degree in computer science, information systems, mathematics, or a related field. An additional four years of relevant experience may be substituted for the bachelor's degree.

NOTE: All personnel under this contract are considered key personnel per Clause 3052.215-70 of the solicitation.

12.0 Identification Badges

All Contractor employees shall be required to wear CBP identification badges at all times when working in Government facilities.

12.1 Additional Personnel Security Data – The Contractor shall ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
[Position or Professional Title] [Company Name]
Supporting the Statistics and Data Integrity Unit
U.S. Border Patrol - HQ
[Phone]

[FAX]
[Other contract information as desired]

13.0 Information Security

13.1 Security Requirements for Unclassified Information Technology Resources

The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

- Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Contractor's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
- The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
- The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

Note: Examples of tasks that require security provisions include:

- Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

13.2 Contractor Employee Access

Sensitive Information, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of S SI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the CO. Upon the CO's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The CO may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, and or security concerns.

Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information or resources.

Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COR will arrange, and complete any nondisclosure agreement furnished by DHS.

The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of

both the CSO and the CIO or their designees. In order for a waiver to be granted:

- The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- The waiver must be in the best interest of the Government.

Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

13.3 Security Certification/Accreditation

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with Attachment D of the DHS Sensitive Systems Handbook Publication 4300A. During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

13.4 Security Review and Reporting

The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the Office of Inspector General, CBP ISSM, and other government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/CBP data or the function of computer systems operated on behalf of DHS/CBP, and to preserve evidence of computer crime.

13. 5 Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall

document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both DAAs or by the official designated by the DAA to have signatory authority.

"All services provided under this task order must be compliant with DHS Information Security Policy, identified in MD4300.1, *Information Technology Systems Security Program* and *4300A Sensitive Systems Handbook*."

14.0 Points of Contact

Contract Officer:

Name: Shaun Saad

Address: 1300 Pennsylvania Ave. NW – Washington, DC 20229

Telephone: (b) (6)

Email: (b) (6)

Contracting Officers Representative:

Name: (b) (6)

Address: 1300 Pennsylvania Ave. NW – Room 6.5E, Washington, DC 20229

Telephone: (b) (6)

Fax: (b) (6)

Email: (b) (6)

Alternate COR Name: (b) (6)

Address: 1300 Pennsylvania Ave. NW – Room 6.5E, Washington, DC 20229

Telephone: (b) (6)

Fax: (b) (6)

Email: (b) (6)

Government Task Manager (GTM):

Name: (b) (6)

Address: 1300 Pennsylvania Ave. NW – Room 6.5E, Washington, DC 20229

Telephone: (b) (6)

Fax: (b) (6)

Email: (b) (6)

Alternate GTM:

Name: (b) (6)

Address: 1300 Pennsylvania Ave. NW – Room 6.5E, Washington, DC 20229

Telephone: (b) (6)

Fax: (b) (6)

Email: (b) (6)

15.0 Enterprise Architect (EA) Compliance

The Offeror shall ensure that the design conforms to the Department of Homeland Security (DHS) and Customs and Border Protection (CBP) Enterprise Architecture (EA), the DHS and

CBP Technical Reference Models (TRM), and all DHS and CBP policies and guidelines (such as the CBP Information Technology Enterprise Principles and the [DHS Service Oriented Architecture - Technical Framework](#)), as promulgated by the DHS and CBP Chief Information Officers (CIO), Chief Technology Officers (CTO) and Chief Architects (CA).

The Offeror shall conform to the Federal Enterprise Architecture (FEA) model and the DHS and CBP versions of the FEA model, as described in their respective EAs. All models will be submitted using Business Process Modeling Notation (BPMN 1.1 or BPMN 2.0 when available) and the CBP Architectural Modeling Standards. Universal Modeling Language (UML2) may be used for infrastructure only. Data semantics shall be in conformance with the National Information Exchange Model (NIEM). Development solutions will also ensure compliance with the current version of the DHS and CBP target architectures.

Where possible, the Offeror shall use DHS/CBP approved products, standards, services, and profiles, as reflected by the hardware, software, application, and infrastructure components of the DHS/CBP TRM/standards profile. If new hardware, software, or infrastructure components are required to develop, test, or implement the program, these products will be coordinated through the DHS and CBP formal Technology Insertion (TI) process (to include a trade study with no less than four alternatives, one of which reflecting the status quo and another reflecting multi-agency collaboration). The DHS/CBP TRM/standards profile will be updated as TIs are resolved.

All developed solutions shall be compliant with the Homeland Security (HLS) EA.

All IT hardware and software shall be compliant with the HLS EA.

Compliance with the HLS EA shall be derived from and aligned through the CBP EA.

Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval, and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.

Development of data assets, information exchanges, and data standards will comply with the DHS Data Management Policy MD 103-01. All data-related artifacts will be developed and validated according to DHS Data Management Architectural Guidelines.

Applicability of Internet Protocol version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS EA (per OMB Memorandum M-05-22, August 2, 2005), regardless of whether the acquisition is for modification, upgrade, or replacement. All EA related component acquisitions shall be IPv6 compliant, as defined in the USGv6 Profile (NIST Special Publication 500-267) and the corresponding declarations of conformance, defined in the USGv6 Test Program.

16.0 ITP (Infrastructure Transition Plan)

The DHS CIO has established portfolio targets for the IT infrastructure that include production

system consolidation at a DHS data center, and transition to OneNet. The contractor must be prepared to support CBP government leads, within the purview of this task order, to provide any required transition planning or program execution, associated with meeting the agreed to transition timeline, as directed by Government personnel. This includes the following types of taskings:

- Coordination with Government representatives
- Review, evaluation and transition of current support services
- Transition of historic data to new contractor system
- Government-approved training and certification process
- Transfer of all necessary business and/or technical documentation
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes, equipment, furniture, phone lines, computer equipment, etc.
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance
- Applicable debriefing and personnel out-processing procedures

17.0 Accessibility Requirement (Section 508 Compliance)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All ESB deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable standards have been identified:

36 CFR 1194.22 – Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non- static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then “1194.21 Software” standards also apply to fulfill functional performance criteria.

36 CFR 1194.23 – Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non-end-user interfaces such as switches, circuits, etc. that are procured, developed or used by the Federal Government.

36 CFR 1194.26 – Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 – Functional Performance Criteria applies to all EIT deliverables regardless of

delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.26 – Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 – Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required “1194.31 Functional Performance Criteria”, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply:

36 CFR 1194.2(b) – (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards.

When applying this standard, all procurements of ESB shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires approval from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

36 CFR 1194.3(b) – Incidental to Contract, all ESB that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section

508. This exception does not apply to any ESB deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work

36 CFR 1194.26 – Desktop and Portable Computers, applies to all desktop and portable

computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 – Functional Performance Criteria applies to all ESB deliverables regardless of delivery method. All ESB deliverables shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required “1194.31 Functional Performance Criteria”, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply:

36 CFR 1194.2(b) – (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards.

When applying this standard, all procurements of ESB shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires approval from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

36 CFR 1194.3(b) – Incidental to Contract, all ESB that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section

508. This exception does not apply to any ESB deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work.

18.0 Employee Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity at all times and shall be responsible for their employee’s performance or the quality of the employees’ services.

19.0 Contractor Input and Tracking

The Contractor shall require that each employee under the contract has:
Entered information into the CBP web-based phone system
Provided information to be entered into the CBP Contractor Tracking System

In accordance with U.S. Customs and Border Protection's Security Policy No. OIT SEC 2.16 "OIT Policy for Centralized Contractor Tracking" The Contractor is responsible for ensuring that all on-boarding and separating employees comply with this directive by immediately supplying the COR with the relevant information required to satisfy this directives requirements.

National Institute of Standards and Technology (NIST) Special DHS Enterprise Architecture Compliance

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following HLS EA requirements:

- *All developed solutions and requirements shall be compliant with the HLS EA.*
- *All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.*
- *Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.*
- *Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile Profile National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.*

Encryption Compliance:

If encryption is required, the following methods are acceptable for encrypting sensitive information:

1. *FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm and cryptographic modules that have been validated under FIPS 140-2.*
2. *National Security Agency (NSA) Type 2 or Type 1 encryption.*

3. *Public Key Infrastructure (PKI) (see paragraph 5.5.2.1 of the Department of Homeland Security (DHS) IT Security Program Handbook (DHS Management Directive (MD) 4300A) for Sensitive Systems).*

Compliance with DHS Security Policy

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and the DHS 4300A Sensitive Systems Handbook.

Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 Safeguarding Sensitive But Unclassified (For Official Use Only) Information, describes how contractors must handle sensitive but unclassified information. DHS MD 4300.1 Information Technology Systems Security and the DHS Sensitive Systems Handbook prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors specifically for all Task Orders that require access to DHS facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the contractor except as specified in the task order.

Security Review

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, including the organization of the DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer's Technical Representative (COTR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to the DHS. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

Accessibility Requirements (Section 508)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information

technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.25 Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement.

36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and

determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.